

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter "Agreement") is entered into by and between Dr. Jack Thomas, President of Western Illinois University, (hereinafter "Thomas") and Western Illinois University by its Board of Trustees (hereinafter "the University"). (Thomas and the University are jointly referred to herein as "the Parties".)

WHEREAS, Thomas has been employed by Western Illinois University as its President since 2011;

WHEREAS, the Parties want to secure a smooth transition to his successor and to retain the services of Thomas on a limited basis following his resignation from the office of President; and

WHEREAS, the Parties wish to resolve all differences between them related to Thomas' employment as President as well as his resignation therefrom;

IT IS AGREED AS FOLLOWS:

1. **Consideration.** Thomas understands that in consideration of his execution of this Agreement, and his absolute fulfillment of the promises made in this Agreement, the University will:
 - A. Assign him to administrative leave and compensate him in the amount of his current base salary (\$270,528.00) from July 1, 2019 through June 30, 2020 and during such time continue to provide him the life insurance, health insurance and annuity benefit he currently receives.
 - B. Assign him to administrative leave from July 1, 2020 through June 30, 2021 during which time he will continue to receive his current base salary, life insurance, health insurance and annuity benefits.
 - C. Reassign him to the tenured position of Distinguished Service Professor effective July 1, 2021 at a rate of compensation equivalent to Seventy-Five Percent (75%) of the Fiscal Year 2021 salary paid to the University President but not less than Three Hundred Thousand Dollars (\$300,000.00). As Distinguished Service Professor, he will teach one class per semester and perform such other duties within his particular expertise and interest as the Parties may mutually agree.
 - D. Allow him to remain in the President's residence with continued use of the University automobile until July 31, 2019. The University will pay the normal and customary expenses associated with relocating him from the President's residence not to exceed Eight Thousand Dollars (\$8,000.00).
2. **Conditions Applying to Payment of Consideration.** Thomas understands and agrees that

the Consideration payable to pursuant to Paragraph 1, above, is expressly conditioned upon his compliance with the terms and conditions set forth in this Agreement. Thomas' employment as President of the University will end effective June 30, 2019.

During the period set forth in paragraph 1, immediately above, Thomas will be permitted to accept speaking engagements and consulting opportunities which do not conflict with his responsibilities as an employee of the University. He will be permitted to keep any revenue generated with respect to those opportunities. However, if at any time during the three year period set forth in paragraph 1, immediately above, should Thomas accept employment or engage in self employment generating a gross income in excess of Three Hundred Fifty Thousand Dollars (\$350,000.00), the University's obligation to pay him the amounts set forth in paragraph 1, immediately above, shall terminate with all remaining portions of this Agreement remaining in full force and effect. "Gross income" shall not include the value of benefits such as moving expense allowance, living allowance, car allowance or bonuses or stipends.

Upon execution of this Agreement, Thomas shall have no authority to hire, fire, terminate, discipline, reassign or make interim appointments. This is not intended to prevent him from performing the day-to-day duties of the office of the President not associated with these enumerated functions.

3. **General Mutual Release of Claims.** Thomas hereby voluntarily releases the University, its Board of Trustees, officers, administrators, employees, successors and assigns, and all parties identified in interest with it, individually and in their official capacities (hereinafter collectively referred to as the "Released Parties") of and from any and all claims, known and unknown, that he, his heirs, executors, administrators, successors, and assigns, have or may have as of the Effective Date of this Agreement, including, but not limited to, any alleged violation of:

- The Illinois Labor Relations Act, as amended;
- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974, as amended;
- The Age Discrimination in Employment Act of 1976, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Fair Labor Standards Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Family and Medical Leave Act of 1993;
- The Illinois Human Rights Act;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;

Any public policy, contract, tort, or common law; and
Any claim for costs, fees, or other expenses including attorney's fees incurred in these matters.

This release shall be construed as a mutual release with the University releasing Thomas of all such claims whether known or unknown.

4. **No Existing Claims.** Thomas confirms that no claim, charge, or complaint against any of the Released Parties exists before any federal, state or local court or administrative agency. Thomas represents that while an employee of the University he performed his duties to the best of his ability and he is not aware of any violation of law or University policy taking place while he was an employee of the University which was not reported to the proper authorities in keeping with the University's compliance policies.
5. **No Recovery or Relief.** Thomas hereby waives his right to accept any relief or recovery, including costs and attorney's fees, from any charge or complaint before any federal, state, or local court or administrative agency against the Released Parties, except as such waiver is prohibited by law.
6. **Non-admission of Wrongdoing.** Thomas agrees that neither this Agreement nor the furnishing of the Consideration for the General Release of Claims set forth in Paragraph 3 of this Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of any liability for unlawful conduct of any kind.
7. **No Interference with Legitimate Business Interests.** Thomas agrees that he will make no disparaging comments (including but not limited to statements of an inflammatory, defamatory, libelous, or slanderous nature) concerning the University which might interfere in any respect with its right to fulfill its statutory mission. The University agrees that it will not make disparaging comments about Thomas' tenure or productivity. The University agrees that in responding to requests for employment references it will refrain from making any disparaging statements which would interfere with Thomas' lawful right to seek employment. The University, acting through the President of its Board of Trustees, agrees to respond to reference requests from future prospective employers of Thomas by emphasizing his accomplishments as President of the University.
8. **Remedies for Breach.** Should the University determine that Thomas is engaged in activity in violation of this Agreement, the University will immediately provide him with written notice of the same. Should he continue to engage in such activity following receipt of such notice by the University, the remedies to which the University shall be entitled include, but are not necessarily limited to: (1) stopping any compensation and/or benefits due under this Agreement; (2) seeking the recovery of all payments made under this Agreement prior to the breach; (3) recovering all lost profits occasioned by the breach; and (4) injunctive relief.

Should Thomas determine that the University is engaged in activity in violation of this Agreement, he will immediately provide it with written notice of the same. Should the

University continue to engage in such activity following receipt of such notice by Thomas, the remedies to which Thomas shall be entitled include, but are not necessarily limited to: (1) recovering any amounts under Paragraphs 1 or 2 hereof to which he may be entitled; (2) recovering any attorney's fees or costs incurred in recovering said amounts; and (3) any and all other legal damages to which he may be entitled by virtue of any breach by the University.

9. **Governing Law and Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions. If any provision of this Agreement other than the General Release of Claims set forth in Paragraph 3 above, is declared legally or factually invalid or unenforceable by any court of competent jurisdiction and if such provision cannot be modified to be enforceable to any extent or in any application, then such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and affect. If any portion of the General Release of Claims set forth in Paragraph 3 of this Agreement is declared to be unenforceable by a court of competent jurisdiction in any action in which Thomas participates or joins, he agrees that all consideration paid to him under this Agreement shall be offset against any monies that he may receive in connection with any such action.
10. **Event of Death.** In the event of his death at any time after the signing of this Agreement all compensation and benefits contained herein shall be paid to Thomas' estate.
11. **Entire Agreement.** This Agreement sets forth the entire agreement between Thomas, the University, and the Released Parties. Thomas acknowledges that he has not relied on any representation, promises, or agreements of any kind made to him in connection with his decision to sign this Agreement, except for those set forth in this Agreement.
12. **Amendment.** This Agreement may not be amended except by a written amendment signed by The Parties which specifically refers to this Agreement.
13. **Right to Revoke.** Thomas understands that he has the right to revoke this Agreement at anytime during the seven (7) day period following the date on which he first signs this Agreement.

He further understands, that if he wants to revoke this Agreement, he must make a revocation in writing which states: "I hereby revoke my acceptance of the Employment Agreement."

This written revocation must be delivered by hand or sent by certified mail with a postmark dated before the end of the seven-day revocation period to Elizabeth Duvall, General Counsel, Western Illinois University, One University Circle, Sherman Hall--Room 208, Macomb, Illinois 61455 otherwise the revocation will not be effective.

14. **Effective Date.** This Agreement shall not become effective or enforceable until the day after the expiration of the seven-day revocation period described in Section 13 above, the Effective Date.

THOMAS UNDERSTANDS THAT BY SIGNING THIS DOCUMENT HE WILL BE WAIVING


HIS RIGHTS UNDER FEDERAL, STATE AND LOCAL LAW TO BRING ANY CLAIMS THAT HE HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES.

THOMAS HAS BEEN ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT. THOMAS UNDERSTANDS THAT THE EXPENSE OF HAVING HIS ATTORNEY REVIEW THIS AGREEMENT WILL NOT BE PAID BY THE UNIVERSITY. THOMAS HAS BEEN ADVISED IN WRITING BY THE UNIVERSITY THAT HE HAS TWENTY-ONE (21) DAYS TO CONSIDER THIS AGREEMENT. THOMAS AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL TWENTY-ONE (21) DAY CONSIDERATION PERIOD.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of JUNE, 2019.


Dr. Jack Thomas

For the University:


President, Board of Trustees

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